

EXHIBIT D

& T Index No. 2020

CITY OF NEW YORK
COUNTY OF NEW YORK HOUSING PART

FIFTH AND 106TH ST. ASSOCIATES, L.P.

-against- Petitioner(s)-Landlord(s)
MARK HAYNES

Respondent-Tenant

-address-

EAST 107TH STREET

T. 15B

NEW YORK, NY 10029

Amount Claimed: \$33,116.00

02 -131-15B FILE NO:32503

PETITION NON-PAYMENT DWELLING

Office of Petition served on _____

Office of Petition returned on _____

Office of Petition issued on _____

Respondent appears on _____
but fails to answer.Respondent answers on _____
Answer is _____

Set for Trial on _____

Landlord notified on _____

Inefficiency of answer referred
to court _____

Raises _____ issue Judge

Attorney for Petitioner

JOSE & ROSE

Attorneys at Law

1 BROADWAY, 13th Floor

NEW YORK, NY 10007

Phone: (212) 349-3366

THE PETITION OF FIFTH AND 106TH ST. ASSOCIATES, L.P., the Owner/landlord alleges, upon Information and Belief:

1. Petitioner(s) is(are) the landlord(s) and owner of the premises.
2. Respondent(s) MARK HAYNES, is(are) tenant(s) in possession of said premises pursuant to a(n) WRITTEN lease agreement wherein respondents promised to pay to landlord or landlord(s) predecessor as rent \$3,781.00 each month in advance on the 1ST day of each month.
3. Respondent(s) are now in possession of said premises.
4. The premises are the residence of the tenant(s) and the undertenant(s) herein.
5. The premises for which removal is sought was rented for Dwelling purposes and are described as follows: All Rooms, Apartment # 15B in the building known as 4 East 107th Street New York, NY 10029, situated within the territorial jurisdiction of this Court.
6. Pursuant to said agreement there was due from respondent tenant(s), the sum of \$33,116.00 in rent and additional rent as follows:

Mar 20	\$3,781.00	Jul 19	\$3,030.00
Feb 20	\$3,781.00		
Jan 20	\$3,781.00		
Dec 19	\$3,781.00		
Nov 19	\$3,781.00		
Oct 19	\$3,781.00		
Sep 19	\$3,700.00		
Aug 19	\$3,700.00		

7. THE APARTMENT IS NOT SUBJECT TO THE NYC EMERGENCY HOUSING RENT LAW OR THE RENT STABILIZATION LAW OF 1969 AS AMENDED BECAUSE SAID PREMISES ARE SUBJECT TO SECTION 8 AS REGULATED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

8. Respondent has failed to pay rent within 5 days of the date on which rent became due pursuant to the parties rental agreement. Thereafter, petitioner notified respondent by certified mail that it had not received such rent.

9. Said rent has been demanded from the tenant since same became due by a fourteen day written-notice, a copy of which, with proof of service is annexed hereto.

10. Respondent(s) have defaulted in the payment thereof and continue in possession of premises without permission after said default.

11. The premises are a multiple dwelling and pursuant to the Housing Maintenance Code Article 41 there is a currently effective registration statement on file with the Office of Code Enforcement which designates the managing agent named below a natural person over 21 years of age, to be in control of and responsible for the maintenance and operation of the dwelling.

AGENT MELANIA CINQUE 1310 WEST FARMS ROAD BRONX, NY 10459

Multiple Dwelling No. 139938

WHEREFORE Petitioner requests a final judgment against respondents(s) for the rent demanded therein, awarding possession of the premises to the petitioner landlord, and directing the issuance of a warrant to remove respondent(s) from possession of the premises together with the costs and disbursements of this proceeding.

FIFTH AND 106TH ST. ASSOCIATES, L.P.,

Dated March 6, 2020

STATE OF NEW YORK, COUNTY OF NEW YORK. The Undersigned affirms under penalty of perjury that he is one of the attorneys for the petitioner, that he has read the foregoing petition and knows the contents thereof: that the same are true to his own knowledge except as to matters stated to be upon information and belief: and as to those matters he believes them to be true. The grounds of his belief as to matters not stated upon his knowledge are statements and/or records provided by the petitioner, its agents and/or employees and contained in the file in the Attorney's office. Petitioner is not in the County in which Attorney's office is located. This verification is made pursuant to the provisions of RPAPL 701.

March 6, 2020

PETER A. ROSE

L & T Index No. 2020

Civil Court of The City of New York
County of NEW YORK Housing PartFIFTH AND 106TH ST. ASSOCIATES, L.P.
*Petitioner (Landlord),**against*

MARK HAYNES

Respondent (Tenant)

Address

4 EAST 107TH STREET
APT. 15B
NEW YORK, NY 10029

Amount Claimed: \$33,116.00

JA02 -131 -15B

FILE NO: 32503

**NOTICE OF NON-PAYMENT PETITION
DWELLING**CIVIL COURT OF CITY OF NEW YORK
COUNTY OF NEW YORK HOUSING PART

FIFTH AND 106TH ST. ASSOCIATES, L.P.

against
MARK HAYNES*Petitioner (Landlord),**Respondent (Tenant)*4 EAST 107TH STREET
APT. 15B
NEW YORK, NY 10029

Address

Index No. L/T

IMPORTANT TO TENANT

If you are dependent upon a person in the military service of the United States or the State of New York, advise the Clerk immediately, in order to protect your rights.

NOTICE OF NON-PAYMENT**PETITION DWELLING**

Petitioner's Business Address:

60 CUTTER MILL ROAD
SUITE 200
GREAT NECK, NY 11021

Your landlord is suing you for nonpayment of rent.

1. Your landlord has started an eviction nonpayment case against you for rent the landlord claims you owe. The landlord's reasons are given in the attached Petition.
2. Your landlord is asking this Court for:
 - a money judgment for \$33,116.00, and
 - permission to evict you from your home if you do not pay the money judgment.
3. You have a right to a trial. But first you must answer the Petition by going to the landlord-tenant Clerk's office at:
111 Centre Street, New York, NY 10013.
You must do this within 10 days after the date these papers were given to you or a person who lives or works in your home, or were posted at your home at:

All Rooms, Apt. 15B located at 4 East 107th Street, New York, NY 10029, County of New York, City and State of New York.

Warning! If you don't answer the Petition within 10 days, a judgment may be entered against you. If that happens, the landlord will have the right to evict you.

4. Your Answer should say the legal reasons that you don't owe all or part of the rent. The legal reasons are called defenses. You can also say any claims you have against the landlord. You will have to prove your defenses and claims in court. To answer the Petition, you must either:

- Go to the landlord-tenant Clerk's office and tell the Clerk your Answer, or
- Give the landlord-tenant Clerk your Answer in writing (Form No. Civ-LT-91a).

Information to help you answer the Petition (Form No. Civ-LT-92) is available at the landlord-tenant's Clerk's Office or online at nycourts.gov/housingnyc.**Important!** If you don't tell the Clerk about a defense in your Answer you might not be able to talk about it later in this case or any other case.

5. When you answer the Petition, you will get a date to come back to Court 3 to 8 days later. You have a right to postpone that date for 14 days but you have to come to the courthouse to ask for a postponement. If you pay all the rent due before your court date, the case will be dismissed.

6. If your name is not in this Notice, but you live in the home listed above, you have a right to come to Court and answer the Petition.

**FOURTEEN DAY NOTICE
TO COMMENCE EVICTION PROCEEDINGS**

**MARK HAYNES
4 EAST 107TH STREET
Apartment 15B
NEW YORK, NY 10029**

PLEASE TAKE NOTICE that you are hereby required to pay FIFTH AND 106TH ST. ASSOCIATES, L.P, landlord of the above described premises, the sum of \$29,335.00 for rent of the premises.

FEB20 \$3,781.00
JAN20 \$3,781.00
DEC19 \$3,781.00
NOV19 \$3,781.00
OCT19 \$3,781.00
SEP19 \$3,700.00
AUG19 \$3,700.00
JUL19 \$3,030.00

You are required to pay within fourteen days from the day of service of this notice, or give up possession of the premises to the landlord. If you fail to pay or give up possession of the premises, the landlord will commence summary proceedings against you to recover possession of the premises.

Your apartment is subject to the regulations of Department of Housing & Urban Development (HUD), and you are afforded an opportunity to discuss the proposed termination of your tenancy with the landlord within fourteen days from the dated service of this notice upon you. Please note, that this 14-day period does not extend your time nor affect your obligation to comply with the payment demanded hereunder within the said 14-day time period above mentioned.

This is advice to you, that failure to comply with the demands of this notice may result in eviction and termination of your assistance payments.

Continued

**NOTIFICACION DE CATORCE DIAS PARA
COMENZARPROCEDIMIEN TP DE DESALOJO**

POR FAVOR SIRVASE TOMAR NOT Ade que usted es requerido, por este medio, de pagar a FIFTH AND 106TH ST. ASSOCIATES, L.P, duena de las propiedades ariba descritas por la suma de \$29,335.00 por la renta de las propiedades.

FEB20 \$3,781.00
JAN20 \$3,781.00
DEC19 \$3,781.00
NOV19 \$3,781.00
OCT19 \$3,781.00
SEP19 \$3,700.00
AUG19 \$3,700.00
JUL19 \$3,030.00

Usted requerido de pagar dentro de catorce dias a continuacion de recibir esta nota, o entregar al dueno la posesion de dichas propiedades. Si usted falla en pagar o en entregar las propiedades, la duena de las propiedades se vera obligada a proceder legalmente para recuperar la posesion de dichas propiedades.

Su apartamento es sujetado a las reglars del departamento de viviendas y Desarrollo (Department of Housing and Urban Development - HUD) y durante los siguiente catorce dias comenzando con el recihiemento de esta notificacion, usted tiene la oportunidad de discutir con el casero la propuesta para terminar su residencia en el apartamento.

Por favor apunte que durante estos, catorce dias su tiempo para pagar no esta extendido ni en ningun modo afecta su obligacion a cumplir con el pago demandado en esta notificacion durante estos catorce dias.

Esto es para avisale que su fallo en no cumplir con la demanda en esta notificacion pude resultar en su desalojo y en la terminacion de su ayuda para pagos de renta.

Dated: February 7, 2020

BY: FIFTH AND 106TH ST. ASSOCIATES, L.P
Owner and Landlord